

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

MATTHEW WILEY,	:	
	:	
PLAINTIFF,	:	C.A. NO. 07-728 (***)
	:	
v.	:	
	:	
STAR CHRYSLER/JEEP, LLC, NEW	:	
CASTLE INSURANCE, LTD.,	:	
and BLUE CROSS BLUE SHIELD	:	
INSURANCE,	:	
	:	
DEFENDANTS.	:	

**ANSWER OF BCBSD, INC. TO AMENDED COMPLAINT
AND AFFIRMATIVE DEFENSES**

Defendant, BCBSD, Inc. (incorrectly identified in the caption as Blue Cross Blue Shield Insurance) ("Answering Defendant") by and through its undersigned counsel, hereby answers Plaintiff's Amended Complaint as follows:

JURISDICTION

1. Jurisdiction is admitted.

PARTIES

2. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

3. This paragraph states legal conclusions for which no response is required. To the extent that the paragraph does not state legal conclusions, Answering Defendant is without sufficient information to form a belief as to the truth of the remaining averments and they are therefore denied.

4. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

5. Denied as stated. BCBSD, Inc. is the correct name of the party.

COMMON FACTS

6. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

7. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

8. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

9. Answering Defendant is without sufficient information to form a belief as to the truth of the averment that Plaintiff received health insurance benefits through Star Chrysler/Jeep LLC health benefit plan. It is therefore denied. Also denied that Answering Defendant administered Star Chrysler/Jeep, LLC's health insurance benefit plan.

10. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

11. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

12. This paragraph states a legal conclusion for which no response is required. Otherwise, it is denied.

13. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

14. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

15. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

16. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

17. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

18. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

19. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

COUNT I – HEALTH PLAN UNDER ERISA

20. Answering Defendant incorporates the responses to Paragraphs 1-19 as though fully set forth herein.

21. This paragraph states a legal conclusion for which no response is required. Otherwise, it is denied that Answering Defendant had any obligation to notify Plaintiff of the availability of COBRA continuation of healthcare benefits.

22. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

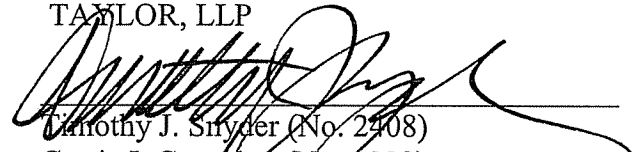
23. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

AFFIRMATIVE DEFENSES

- 24. Plaintiff's claim is barred by the applicable statute of limitations.
- 25. Plaintiff's claim is barred by failure to exhaust administrative remedies.
- 26. The Complaint fails to state a claim against Answering Defendant.
- 27. Any damages sustained by Plaintiff must be reduced by the unpaid premiums for the alleged benefits due.
- 28. Any damages sustained by Plaintiff must be offset by any other applicable policies of insurance or other medical benefits to which Plaintiff was entitled and/or received.

WHEREFORE, Answering Defendant demands judgment in its favor and against Plaintiff together with costs and attorney's fees.

YOUNG CONAWAY STARGATT &
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Attorneys for Defendants

Dated: December 18, 2007

CERTIFICATE OF SERVICE

I, Timothy J. Snyder, hereby certify that on December 18, 2007, I caused to be electronically filed a true and correct copy of the Answer of BCBSD, Inc. to Amended Complaint and Affirmative Defenses with the Clerk of the Court using CM/ECF, which will send notification that such filing is available for viewing and downloading to the following counsel of record:

Law Offices of Joseph J. Rhoades
Joseph J. Rhoades, Esquire
1225 N. King Street
P.O. Box 874
Wilmington, DE 19899-0874

I further certify that on December 18, 2007, I caused a copy of the foregoing document, to be hand delivered on the above-listed counsel of record



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